IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

Summons for Judgment No.265 of 2004

in

Summary Suit No 505 of 2004

M/s L.G.Plastika Pvt Ltd.... Plaintiff

vs

M/s GMS Technologies Ltd.....Defendant

Mr.S.P.Kanuga for plaintiff

Mr. G.C.Poojari for defendant

CORAM: S.J.VAZIFDAR J.

Dated 25.l.2005

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l. The suit is filed to recover the price of goods sold and delivered by the plaintiff to the defendants. The plaintiff sold PVC Sheeting for sinages and printing as per its commercial invoice dated l6th April 2002. The goods were shipped as per the Bill of Lading. The plaintiff is permitted to proceed on the basis of denials to the affidavit in reply. There is no disput that the goods have been received and utilised by the defendants.

2. The plaintiff demanded the payment of the said amount by a letter dated 29.9.2003.

3. In the affidavit in reply the defendants have expreslly stated in para 7 that they are willing to pay a sum of US $ l7,l88 equivalent to Rs.7,7l,74l.20 after adjusting Rs.75,000 towards penalty. There was no agreement to furnish a warranty. The documents annexed to the affidavit in reply referring to three years field performance warranty are in respct of certain other goods and transactions. Further demand for damages is also in respect of the other transaction.

4. In the circumstances there is no defence to the suit. There was no agreement to pay interest, nor is there any demand for interest under the Interst Act.

5. The summons for judgment is made absolute with costs in the the sum of US % l7,l88 together with interest thereon at the rate of l2% p.a. from the date of filing of the suit till payment and/or realisation . Refund of court fee as per Rules.

For the purpose of refund of court fee, Prothonotary and Senior Master to act on the copy

of this order duly authenticated by the Shirestedar/ Private Secretary.